

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JOUREY NEWELL, individually and on behalf
of a class of all persons and entities similarly
situated,

Plaintiff

vs.

LENDVIA, LLC

Defendant.

Case No. 25-1018-GJP

**DECLARATION OF PAYAM SADEGHI IN SUPPORT OF
DEFENDANT LENDVIA LLC'S MOTION TO COMPEL ARBITRATION**

I, Payam Sadeghi, declare as follows:

1. I am over the age of 18 and make this declaration on my personal knowledge.
2. As President of LendVia, LLC, I am authorized to execute this Declaration for, and on behalf of LendVia, LLC, and am familiar with its operations, policies and procedures as well as its systems of record.
3. I am familiar with LendVia's processes for receiving, maintaining, and reviewing lead records submitted by consumers through third-party lead generators. These records are created at or near the time a consumer submits their information and are kept by LendVia in the regular course of its business activities as part of its standard recordkeeping practices.
4. The following facts are within my own personal knowledge and if called as a witness to testify in this case I could, and would, testify competently thereto.

- I. **LendVia Received Plaintiff's Lead and Consent Via the Website:
<https://Upfinances.Com/Apply>.**

5. In the regular course of business, LendVia contracts with Marketing Partners who gather consumer information through online forms on various websites. The website located at <https://upfinances.com/apply> (the “Website”) is one of the sources through which the Company receives inquiries and information from individuals seeking its services.
6. LendVia requires that its marketing partners display specific consent language on online forms submitted by consumers.
7. I am familiar with the Website’s content, including its disclosures and terms of use, as they existed on December 8, 2024.
8. On December 8, 2024, Plaintiff visited <https://upfinances.com/apply>. While on the Website, Plaintiff entered his personal information including his name “Jourey Newell,” address, email address, SSN, Date of Birth and his phone number ending in 4132, and accepted the following disclosure:

By checking this box and clicking SUBMIT, I express my understanding and consent electronically via E-sign that I acknowledge and agree to the Privacy Policy and Terms of Use, which includes binding arbitration. I consent to the electronic collection and storage of my application information necessary to evaluate my loan application. I grant express written consent for Better Debt Solutions and Lendvia to contact me by calls and/or text messages at the number provided, regarding my application status and scheduling, using any telephone dialing system, prerecorded/artificial voice messages, and/or automatic dialing devices. I understand that text messages may incur data and message rates and frequency varies (text HELP for help; text STOP to cancel). Even if my phone number is currently listed on any state, federal, or corporate Do-Not-Call list, this consent is provided. I understand I may revoke this consent at any time and am not required to consent as a condition of purchase any property, goods, or services. Consent for SMS and calls will not be shared with third parties for their marketing purposes.

See Ex. A – Verified Consent.

9. This disclosure clearly states that by checking the box and clicking the “Submit” button underneath the disclosure, the user agrees to the Website’s Terms of Use, “which include[]

binding arbitration.” *See* Ex. A – Verified Consent and Ex. B – Website’s Terms of Use.

II. By Submitting His Consent, Plaintiff Agreed to the Terms of Use Including Mandatory Binding Arbitration and Class Waiver.

10. These Terms of use are hyperlinked in bright blue underlined text within the disclosure and again underneath the “Submit” button beneath the disclosure. *Id.*

☒ By checking this box and clicking SUBMIT, I express my understanding and consent electronically via E-sign that I acknowledge and agree to the [Privacy Policy](#) and [Terms of Use](#), which includes binding arbitration. I consent to the electronic collection and storage of my application information necessary to evaluate my loan application. I grant express written consent for Better Debt Solutions and Lendvia to contact me by calls and/or text messages at the number provided, regarding my application status and scheduling, using any telephone dialing system, prerecorded/artificial voice messages, and/or automatic dialing devices. I understand that text messages may incur data and message rates and frequency varies (text HELP for help; text STOP to cancel). Even if my phone number is currently listed on any state, federal, or corporate Do-Not-Call list, this consent is provided. I understand I may revoke this consent at any time and am not required to consent as a condition of purchasing any property, goods, or services. Consent for SMS and calls will not be shared with third parties for their marketing purposes.

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Submit ✓

[Credit Authorization](#) [Disclaimer](#) [Responsible Lending](#) [Marketing Practices](#) [Rates & Fees](#) [Terms of Use](#) [Unsub](#)

By Submitting your information, you agree to our [Terms & Conditions](#), [Privacy Policy](#), [Credit Authorization](#) and you consent to receive calls, texts and pre-recorded messages from us and third party marketers we contract with.**

11. The Terms of Use of the Website specifically identify LendVia as part of the terms “we”, “our” and “us.” *See* Ex. B – Website’s Terms of Use.

12. The Terms of Use of the Website begin as follows:

By using this Site [<https://upfinances.com/apply>] and Service, you agree to be bound by these Terms of Service (“Terms”). If you disagree with any part of these Terms, please don't use our Site or Service.

Id.

13. The Terms of Use prominently disclose, on the first page, in bold and capitalized

text, that they include a binding arbitration agreement and class action waiver, requiring individual arbitration of disputes and informing users of their right to opt out. *Id.*

14. The Terms of Use further state:

MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS AND WAIVER OF CLASS AND REPRESENTATIVE ACTIONS ("ARBITRATION AGREEMENT")
PLEASE READ THIS SECTION CAREFULLY – THIS ARBITRATION AGREEMENT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR FINAL BINDING ARBITRATION AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION (HEREINAFTER "CLASS ACTION"). ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU ARE GIVING UP THE RIGHT TO HAVE A JURY TRIAL TO THE FULLEST EXTENT PERMISSIBLE BY LAW, OR TO FILE OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION SUBJECT TO THE LIMITED EXCLUSIONS BELOW.

Id.

III. Plaintiff's Consent was Captured in Real Time by Verified Consent.

15. Verified Consent, a third-party digital verification service, generated a Verified Consent certificate documenting Plaintiff's submission. This certificate includes metadata and a video replay of the submission process, confirming that Plaintiff reviewed the disclosures, agreed to the Terms of Use (including arbitration), and provided express written consent to be contacted.

16. I have personally reviewed the lead record for Plaintiff in this case, which LendVia received from Verified Consent and maintains as a regularly kept business record. This lead record shows that on or about December 8, 2024, Plaintiff submitted his contact information through the Website, including his telephone number ending in 4132. *See* Ex. A – Verified Consent.
17. The Website, at the time Plaintiff submitted his information, contained clear disclosures stating that by providing his contact information, the consumer expressly consented to be contacted by LendVia regarding application status and scheduling, including via telephone dialing systems, prerecorded or artificial voice messages, and/or automatic dialing devices.
18. LendVia contacted Plaintiff in reliance on the consent he provided through his Website submission.

I have read, swear, and affirm that the factual allegations set forth in LendVia’s Motion to Compel Arbitration are true and correct to the best of my knowledge.

Signed under the penalties of perjury this 24 day of July, 2025.

By:  _____
Payam Sadeghi (Jul 24, 2025 12:31:37 PDT)

Payam Sadeghi